

REMARKS

This Amendment is in response to the Office Action dated March 15, 2011. Applicant respectfully requests reconsideration and allowance of all pending claims in view of the above-amendments and the following remarks.

I. CLAIM OBJECTIONS

Claims 11 and 16 were objected to because of the following informalities: Claims 11 and 16 allegedly have spelling errors where “authorization” is spelled as “authorisation”.

For the Examiner’s convenience, Applicant has amended the claims as requested by the Examiner to us American English rather than British English spellings.

Applicant reminds the Examiner that M.P.E.P. §608.01 explains that Examiners should not object to the specification and/or claims in patent applications merely because Applicant is using British English spellings (e.g., colour) rather than American English spellings. Note that 37 CFR 1.52(b)(1)(ii) only requires the application to be in the English language. There is no additional requirement that the English must be American English.

II. CLAIM REJECTIONS – 35 U.S.C. §112

Claims 11 and 16 were rejected under 35 U.S.C. 112, second paragraph, as being allegedly indefinite.

Applicant respectfully disagrees and believes the specification provides ample support for the means-plus-function elements under §112, paras. 2 and 6. However, Applicant has amended, without prejudice, claims 11 and 16 to remove the “means” language.

III. CLAIM REJECTIONS – 35 U.S.C. §103

Claims 1, 2 and 11 were rejected under 35 U.S.C. §103(a) as being allegedly unpatentable over Weinstein et al., U.S. Publication No. 2002/0191572 in view of Grobman, U.S. Publication No. 2004/0093519 and in further view of Kelley et al., U.S. Publication No. 2005/0129231.

Claims 3-9, 12, 15 and 16 were rejected under 35 U.S.C. 103(a) as being unpatentable over Weinstein, Grobman and Kelley in further view of Prasad et al., U.S. Patent No. 7,197,125.

Claim 10 was rejected under 35 U.S.C. 103(a) as being unpatentable over Weinstein, Grobman and Kelley in further view of Addington et al., U.S. Patent No. 7,194,756.

Claim 13 was rejected under 35 U.S.C. 103(a) as being unpatentable over Prasad in view of Addington.

Applicant respectfully disagrees.

A. Claim Amendments

Claim 1 is amended to clarify that the two following features of Claim 1:

- *an authentication for accessing the services of said at least one service provider to which the client has subscribed;*
- *and information which makes it possible to make the software of the client compatible with the predetermined access control protocol*

are not two steps comprised in the method for authenticating of claim 1, **but rather correspond** to two elements transferred by said at least one subscription system to the client.

The Applicant has clarified Claim 1 by numbering from **i) to iii)** the steps comprised in the method, and by specifying in step **iii)** that said at least one subscription system transfers to the client two **elements**.

B. Weinstein

The Applicant agrees with the Examiner (paragraph 3 of the Office Action) that Weinstein does not teach the following features of Claim 1:

wherein said authentication network comprises an address server and at least one subscription system for allowing said client to subscribe to said at least one service provider, and wherein, when said software and said predetermined access control protocol are not compatible, the method comprises the following steps:

- i) said address server transmits to the client an address for accessing said at least one subscription system;*
- ii) upon reception of said address, the client accesses said at least one subscription system and subscribes to said at least one service provider; and*
- iii) upon detection of the subscription of the client, said at least one subscription system transfers to the client the following elements:
an authentication for accessing the services of said at least one service provider to which the client has subscribed; and
information which makes it possible to make the software of the client compatible with the predetermined access control protocol.*

C. Grobman

Grobman teaches a system for authenticating an outside client to access the services of a private network. The system for authenticating of Grobman is arranged for:

- receiving security credentials (i.e., authentication data) from the client (paragraph [0018]);
- determining if the authentication of the received security credentials risks an invalid authentication (paragraph [0020]);
- if there is no risk of invalid authentication, authenticating the security credentials and authorizing the client to access to the services.

The Applicant agrees with the Examiner (paragraph 4 of the Office Action) that Grobman teaches *when said software and said predetermined access control protocol are not compatible* (paragraph [19]: “...the application may alter or change the credentials before forwarding them on, such as to convert or transcode between different authentication systems. Thus, in one embodiment, the application operates to convert or transcode between authentication systems to allow a new incompatible protocol to be used”).

On the other hand, the Applicant estimates that in Grobman there is no concept of

“*subscription of the client*” or “*subscription system*”. The Examiner seems to share this opinion (paragraph 6 of the Office Action).

In addition, the Applicant is of the opinion that Grobman does not teach **transmitting to the client** an authentication for accessing the virtual network. On the contrary Grobman teaches transmitting by the client authentication data (i.e., security credentials) to the system for authenticating.

Furthermore, although Grobman seems to teach making the authentication data (i.e., security credentials) compatible with the access control protocol of the system for authenticating, Grobman does not teach **transmitting to the client** information which makes it possible to make **the software of the client compatible** with the access control protocol.

As a consequence, Grobman does not teach *step iii*) of amended Claim 1, namely:

upon detection of the subscription of the client, said at least one subscription system transfers to the client the following elements:

- an authentication for accessing the services of said at least one service provider to which the client has subscribed;*
- and information which makes it possible to make the software of the client compatible with the predetermined access control protocol.*

Moreover, the Applicant agrees with the Examiner (paragraph 6 of the Office Action) that Grobman does not teach *step i) and ii)* of amended Claim 1.

D. Kelley

Kelley teaches a system for broadcast services transmission and reception. The system of Kelley comprises (see figure 1) client terminals (120, 130) capable of communicating with a network controller (140) through a communication network (110). When the client terminal (120, 130) requests a reception of a broadcast services transmission, he receives (step 650 in figure 6) a preliminary short time updated key information from the network controller (140). Then, the client terminal receives (step 760 in figure 7) an encrypted broadcast services transmission that he can decrypt by using the preliminary short time updated key information. To access to the

broadcast services, a registration and a subscription to the service are necessary (paragraph [0057]). Once the subscription is performed, the client terminal receives a broadcast subscription key.

After analyzing paragraphs [0045], [0057], [0033], [0043] and [0104] cited by the Examiner, Applicant believes Kelley fails to teach the following struck-out elements of Applicant's claim 1, among other elements:

- wherein said authentication network comprises ~~an address server~~ and at least one subscription system for allowing said client to subscribe to said at least one service provider
- ~~upon reception of said address~~, the client accesses to said at least one subscription system and subscribes to said at least one service provider
- upon detection of the subscription of the client, said at least one subscription system transfers to the client . . .
information which makes it possible to make the software of the client compatible with the predetermined access control protocol

Although Kelley teaches upon detection of the subscription of the client, the subscription system transfers to the client a broadcast subscription key (that can be assimilated to the authentication for accessing the services of the service provider), **Kelley does not teach transmitting to the client information which makes it possible to make the client compatible with the access control protocol.**

In addition, the Applicant has noticed that the Examiner does not discuss the relevance of Kelley towards *step i)* of Claim 1: *said address server transmits to the client an address for accessing to said at least one subscription system* In Kelley, there is no concept of "address server".

Referring to paragraph 7 of the Office Action, the Examiner believes that the content server of Kelley can be equated to the *address server* of Claim 1.

The Applicant respectfully disagrees.

Indeed, as mentioned in paragraph [0085], the content server of Kelley is arranged for generating a Broadcast Access Key (BAK) (step 620 in figure 6), authorizing the client terminal to have access to the broadcast content (step 630 in figure 6), encrypting the Broadcast Access Key (step 640 in figure 6) and transmitting it to the client terminal, **whereas** the *address server* of Claim 1 is arranged for transmitting to the client *an address for accessing to one subscription system*.

The Applicant is of the opinion that the encrypted Broadcast Access Key of Kelley (BAKI) **is clearly not** the *address* of Claim 1, since the encrypted Broadcast Access Key of Kelley does not allow the client terminal to access to a subscription system. On the contrary, the encrypted Broadcast Access Key of Kelley allows the client terminal to access to a broadcast content (paragraph [0085] : *The decrypted BAKI results in the originally generated BAK...The UIM then receives the broadcast session and is able to access the broadcast content...by applying the BAK...*).

For the reasons mentioned above, it appears that the content server of Kelley **is clearly not** the *address server* of Claim 1.

As a consequence, Kelley does not teach *step i*) of Claim 1.

E. New and Non-Obvious Elements of Claim 1

The Applicant believes that none of the cited documents (Weinstein, Grobman and Kelley), either separately or in combination teach or suggest at least the following features of amended claim 1:

- the address server transmits to the client an address for accessing a subscription system (*step i*));
- upon detection of the subscription of the client, the subscription system transfers to the client information which makes it possible to make the software of the client compatible with the access control protocol (**second part of step iii**)).

Therefore, even if Weinstein, Grobman and Kelley are combined as suggested by the

Examiner, such combination is not relevant to amended claim 1. Thus, claim 1 and its dependent claims 2-10 are new and non-obvious in view of the references applied in the Office Action, including the secondary references Prasad et al. and Addington et al.

Independent claims 11 and 12 are amended in a similar manner as claim 1 and are also new and non-obvious for similar reasons as discussed above with respect to claim 1.

In addition, one or more dependent claims add further elements that are neither taught nor suggested by the references applied in the Office Action.

Applicant respectfully requests that the claim rejections under §103(a) be withdrawn.

The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,

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